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THIS VENUE AGREEMENT made this 20 day of May, A.D., 2011.

BETWEEN:

The City of Moncton, a body corporate, duly and regularly incorporated under and by virtue of a special Act of the Legislative Assembly of the Province of New Brunswick, 655 Main Street, City of Moncton, County of Westmorland and Province of New Brunswick,

hereinafter called the "City",

- and -

LIVE NATION TOURING (CANADA), INC., a body corporate, with head office and chief place of business at 214 King Street W., Suite 510, Toronto, Ontario M5H 3S6;

hereinafter called the "Promoter"

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The parties hereto agree that this agreement is to be and constitutes a lease, and that the laws of the Province of New Brunswick regarding same shall apply to its performance, application and interpretation.

2. The City agrees to permit the exclusive use and occupancy of the Magnetic Hill Concert Site (hereinafter called the "Site"), as depicted in Schedule "A" attached hereto and forming part of this agreement, to the Promoter, [REDACTED] for the purpose of presenting a musical concert featuring U2 with support acts ARCADE FIRE and CARNEY (these or any other support act(s) as may be determined at the sole discretion of the Promoter) (hereinafter referred to as the "Event").

[REDACTED]

4. The City represents and warrants that it is the owner of the Site, controls same and has the legal authority to enter into this Agreement

5. The exclusive term of occupancy shall be from 8:00 a.m. on June 1, 2011 to 11:00 p.m. on August 12, 2011, including for load-in, load-out and the Event on July 30, 2011, which shall hereinafter be referred to as the "Term".

6. The Promoter acknowledges and undertakes to abide by all federal and provincial laws and all by-laws of the City of Moncton which are in force at the time of the execution of this agreement, or which may be ordained and passed before or during the occupancy.

7. The Promoter will retain and pay all applicable fees, charges or royalties due to the Society of Composers, Authors and Music Publishers of Canada, or any other organization claiming in accordance and under the authority of the Copyright Act, Ch. C-30, RSC, 1070, as amended from time


to time, or any other legislation applicable to the performing arts, and shall forward fees, charges or royalties directly to the applicable organization on behalf of the Promoter.

8. The Promoter agrees to provide at its cost the services and facilities enumerated in Schedule "B" in relation to this tenancy.


9. The Promoter shall not, at anytime, alter or change, structurally or otherwise, any part of the Site, or any equipment belonging thereto without the written permission of the City, to be given by the General Manager of Recreation, Parks, Tourism & Culture for the City.

10. The City agrees to provide at its cost the services and facilities enumerated in Schedule "B" in relation to this tenancy.

11. The Promoter will indemnify and save harmless the City of and from all liabilities, fines, suits, claims, demands or actions of any kind or nature to which the City shall or may become liable for or suffer by reason of any uncured breach, violation or non-performance by the Promoter of any material covenant, term or provision hereof, or by reason of any injury or death resulting from, occasioned to or suffered by any person or persons or any property by reason of any negligence or willful misconduct of the part of the Promoter or any of its agents, employees, guests or invitees such indemnification in respect of any such breach, violation or non-performance, or such damage to property, injury or death occurring during the term of the lease, except to the extent caused by the negligence or willful acts or omissions of the City for which the City similarly indemnifies the Promoter. This indemnity shall survive any termination of this lease, anything in this lease to the contrary notwithstanding. The Promoter shall, before occupying the said Magnetic Hill Concert Site, deliver proof of financial responsibility, by filing with the City a standard public liability insurance policy covering the City of Moncton as an additional insured in an amount not less than five million dollars (\$5,000,000), all inclusive limits. The Promoter shall as well provide the City with proof of tenants legal liability coverage to a limit of five million dollars (\$5,000,000). Said coverages shall be obtained from an insurer licensed to do business in Canada and New Brunswick and have an AM Best rating of at least "A". Notwithstanding the foregoing, the Promoter shall be given reasonable opportunity to remedy such breach, violation or non-performance upon written notice by the City.



13. The Promoter agrees that the said premises shall be used and occupied only for the purpose of presenting a paid-ticket "outdoor musical concert" including, but not limited to, the operation and exploitation of Food & Beverage and Merchandising concessions and that the Promoter will not carry on or permit to be carried on therein any other performance, attraction, business or calling, without the consent of the City. The Promoter will provide proper identification for the purposes of permitting access to the site of pre-approved City personnel.



15. If any notice is required to be served by either party to the other to give effect to any provision of this agreement, service shall be effective by registered mail, prepaid, or by fax. The time of the depositing of such notice with the Postmaster at the City of Moncton shall be deemed the effective time of service of such notice.

Any notice required to be served on the City by the Promoter shall be by registered mail, prepaid, or by fax addressed to the City to the attention of:

The City of Moncton
c/o Barbara Quigley, City Clerk
655 Main Street
Moncton, N. B. E1C 1E8
Fax No: (506) 859-4225

Any notice required to be served on the Promoter by the City shall be by registered mail, prepaid, addressed to:

LIVE NATION TOURING (CANADA), INC.
Att'n Eric Kert – Executive Vice-President, Business and Legal Affairs
214 King Street W. Suite 510
Toronto, Ontario M5H 3S6
Fax: (416) 922-9877

With copies to:
Donald K. Donald Events
Att'n Andre Hudon – President & CEO
4446 St. Laurent Blvd, Suite 801
Montreal, P.Q. H2W 1Z5
Fax no: 514-904-0626

16. No property belonging to the Promoter shall be taken onto the site without prior approval.

17. During the occupancy, the Promoter shall, as much as is reasonably possible, keep the said site in a clean condition to be satisfactory to the City, as represented by the General Manager of Economic Development, Tourism and Culture or his designate. Any condition not satisfactory to the City shall be removed immediately by the Promoter upon direction to the Promoter by the said General Manager of Economic Development, Tourism and Culture or his designate.

19. The City agrees to provide at its expense reasonable on-Site parking facilities for the Promoter, his employees, agents, customers and invitees as far as practicable. The City makes no representations as to the adequacy, suitability or extent of such parking facilities.

20. The Promoter shall not assign this contract in whole or part without the written consent of the City.

21. At all times any audience capacity limits established by the Office of the Fire Marshall or by the General Manager of Economic Development, Tourism and Culture shall be strictly adhered to. For the purpose of this agreement and the concert event question, it is understood that the site has a pre-approved capacity of a minimum of 100,000 spectators.

22. Excluding cancellations due to force majeure or the City's breach or default of its obligations under this Agreement, in the event that the Promoter cancels this event the Promoter shall be responsible for all actual and reasonable out-of-pocket costs incurred by the City and pre-approved by

the Promoter pertaining to the event as the City's sole remedy. All costs are payable to the City within thirty (30) days after the cancellation. In the event of cancellation due to force majeure, each party shall bear its own costs and expenses.

23. The Promoter agrees that if and whenever and to the extent that the City shall be prevented, delayed or restricted in whole or in part in the fulfillment of any obligations under this agreement by reason of strikes or work stoppages, failure of any service or utility whether or not under the City's control, or by reason of any statute, law or regulation preventing, delaying or restricting this fulfillment, or inability to obtain any permission from any governmental or other body having jurisdiction, or any cause ("force majeure") beyond the City's reasonable ability to control, neither party shall have responsibility or liability for any loss or damage sustained by either party by reason thereof.

24. The Agreement may be executed in separate counterparts and all these counterparts shall for all purposes constitute one and the same agreement, notwithstanding that all parties are not signatories to the same counterpart. The parties agree that executed copies of this Agreement may be delivered by fax or similar device and that the signatures appearing on the copies so delivered will be as binding as if copies bearing the original signatures had been delivered.

THIS AGREEMENT shall enure to the benefit and the binding upon the Promoter, its heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their duly authorized signing officers and their seals affixed, the day and year first herein written.

SIGNED, SEALED AND DELIVERED

The City of Moncton

Mayor

A/ City Clerk

Live Nation Touring (Canada), Inc.

ERIC KERT EUP


County of Westmorland

I, **Shelley Morton**, of the City of Moncton in the County of Westmorland and Province of New Brunswick, MAKE OATH AND SAY:

1. That I am the Acting City Clerk of the City of Moncton and George H. LeBlanc is the Mayor of the said City.
2. That as the Acting City Clerk of the City of Moncton I have custody of the common seal of the City of Moncton and am duly authorized to affix the seal to any agreement made by the City of Moncton.
3. That the seal affixed to the foregoing agreement is the common seal of the City of Moncton and such seal was by me affixed thereto by order of the City Council of the City of Moncton and for the purposes therein set forth.
4. That the signature "George H. LeBlanc" to the said agreement subscribed as Mayor, is in the true and proper handwriting of him, the said George H. LeBlanc and was signed by him in my presence; and the signature "Shelley Morton" to the foregoing agreement subscribed as Acting City Clerk is in my true and proper handwriting.

SWORN TO at the City of Moncton,
in the County of Westmorland
and Province of New Brunswick,
this 20 day May, A.D., 2011
BEFORE ME:

M. Lorraine Parsons
A Commissioner of Oaths
Commissioner of Oaths
M. Lorraine Parsons


Shelley Morton